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Charles J. Fisher, Esq. (cf4030)

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
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**Hearing Date: 12/06/00**  
**Time: 10:00 a.m.**

In re

Case Nos. 00-B-41065-smb  
through 00-B-41196-smb

RANDALL'S ISLAND FAMILY  
GOLF CENTERS, INC., et al.,

Chapter 11

Debtor.

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**NOTICE OF MOTION FOR ORDER GRANTING RELIEF FROM THE  
AUTOMATIC STAY WITH RESPECT TO TWO MOTOR VEHICLES**

PLEASE TAKE NOTICE that FRANKLIN EQUITY LEASING CO. ("FELCO"), by its undersigned attorneys, will move before the Honorable Stuart M. Bernstein, in his courtroom, at the United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, on December 6, 2000, at 10:00 a.m., or as soon thereafter as counsel may be heard, for an Order granting FELCO relief from the automatic stay imposed by 11 U.S.C. section 362 with respect to (1) a 1995 Ford Ranger (vehicle identification number 1FTCR10A7SUB05406) (the "Ford Ranger"), and (2) a 1995 Greensking IV Kubota (vehicle identification number JMC-062250).

The accompanying motion seeks relief pursuant to 11 U.S.C. section 362(d) and Federal Rule of Bankruptcy Procedure 4001(a), and is based upon (a) the Debtor's default under the terms and conditions of the lease agreements under which Debtor is obligated, (b) that the lease terms have expired and said leases no longer exist and (c) that the Debtor is no longer entitled to possession

of the Vehicles.

**PLEASE TAKE FURTHER NOTICE that responses or opposition to this motion, if any, shall be in writing,** shall state with particularity the underlying reason(s) for the response or opposition and **shall be served on the undersigned no later than three (3) days prior to the return date** of this motion (add three days to the foregoing period if served by regular mail and add one day, if by overnight mail). **Additionally, responses or opposition must be electronically filed no later than three (3) days prior to the return date** of this motion, together with proof of service on the undersigned and a copy designated for chambers sent to United States Bankruptcy Court, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408.

Dated: Garden City, New York  
November 8, 2000

Howard K. Pollack & Associates  
*Attorneys for Franklin Equity  
Leasing Co.*

By: /s/ Charles J. Fisher  
Charles J. Fisher, Esq. (cf4030)  
595 Stewart Avenue - Suite 700  
Garden City, NY 11530  
Telephone: (516) 228-0033

TO: Attached Service List

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**MOTION FOR ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY  
WITH RESPECT TO TWO MOTOR VEHICLES**

FRANKLIN EQUITY LEASING CO. ("FELCO"), a secured creditor in the above-captioned bankruptcy case, by and through its attorneys Howard K. Pollack & Associates, moves this Court for an Order granting relief from the automatic stay, pursuant to section 362(d) of title 11, United States Code (the "Bankruptcy Code") and Federal Rule of Bankruptcy Procedure 4001(a), and in support thereof, states as follows:

1. On or about May 4, 2000 (the "Filing Date"), the debtors (the "Debtor") filed a petition for relief under chapter 11 of the Bankruptcy Code.

2. The Court has jurisdiction over this motion pursuant to section 157 of title 28, United States Code.

3. FELCO is the record owner of (1) a 1995 Ford Ranger (vehicle identification number 1FTCR10A7SUB05406) (the "Ford Ranger") and (2) a 1995 Greensking IV Kubota (vehicle identification number JMC-062250) (the "Greensking Kubota", and together with the Ford Ranger, the "Vehicles").

4. Pursuant to 11 U.S.C. section 362, upon the commencement

of the instant bankruptcy cases, FELCO was stayed from taking any action against the Debtor to obtain possession of the Vehicles.

5. a. On or about June 15, 1995, FELCO, as lessor, and KKL Golf Partnership d/b/a Carolina Springs Golf & Country Club, as lessee, entered into a Retail Lease Agreement ("Lease 1") pursuant to which the lessee leased the Ford Ranger from FELCO at the rate of \$282.64 per month for a term of sixty (60) months, with payments on June 15, 1995 and on the 20th day of each subsequent month until May 20, 2000.

b. Lease 1 was assumed from KKL Golf Partnership d/b/a Carolina Springs Golf & Country Club by the Debtor. Copies of Lease 1, the Assignment and Assumption Agreement and the Certificate of Title for the Ford Ranger are attached hereto at Exhibit "A".

c. On or about June 19, 1995, FELCO, as lessor, and KKL Golf Partnership d/b/a Carolina Springs Golf & Country Club, as lessee, entered into a Supplemental Lease Agreement ("Lease 2") pursuant to which the lessee leased the Greensking Kubota from FELCO, at the rate of \$527.78 per month for a term of sixty (60) months, commencing on June 19, 1995.

d. Lease 1 was assumed from KKL Golf Partnership d/b/a Carolina Springs Golf & Country Club by the Debtor. Copies of Lease 2 and the Assignment and Assumption Agreement are attached hereto at Exhibit "B" and made a part hereof.

6. By virtue of the foregoing, FELCO became and still is the owner and holder of the Lease Agreements and the Vehicles.

7. As of September 22, 2000, the Debtor was in default on his payment obligations to FELCO, pursuant to the terms and conditions of the Lease Agreements, as follows:

***1995 Ford Ranger***

Net balance due: \$1,000.00

***1995 Greensking IV Kubota***

Net Balance due: \$2,294.15

(**PLEASE NOTE:** The foregoing does not represent any amount due for the costs and attorneys' fees of this motion, as may be allowed by the Court.)

8. The lease terms of both Lease Agreements have expired, and the Debtor has not turned in either of the Vehicles although the Debtor no longer has a right to possession of same.

9. Upon information and belief, the Debtor continues to enjoy the use and possession of the Vehicles, subjecting same to normal wear and tear, thereby causing the Vehicles to depreciate in value. It is respectfully submitted that the continued use of the collateral will eventually render the Vehicles valueless and cause FELCO irreparable damage with regard to its interest in same.

10. Accordingly, sufficient cause exists, under section 362(d) of the Bankruptcy Code, for the Court to grant FELCO relief

from the automatic stay herein. Such sufficient cause includes, but is not limited to, the following:

a. The Debtor is in default under the terms and conditions of the Lease Agreements with FELCO; and

b. The Lease Agreements have expired as to their lease terms; and

c. Upon information and belief, the Debtor has retained possession of the Vehicles although it has no right to same.

11. FELCO therefore respectfully requests that the Court sign and enter the accompanying, proposed Order, or an Order in substantial conformity therewith, granting to FELCO the relief requested herein, together with such other and further relief as this Honorable Court deems to be just, fair and proper.

12. No prior request for the relief sought herein has been made to this or any Court.

WHEREFORE, FELCO respectfully requests that this motion be granted in full, that the Court sign and enter the accompanying, proposed Order, or an Order in substantial conformity therewith, pursuant to section 362(d) of the Bankruptcy Code, (a) granting FELCO relief from the automatic stay to the extent of permitting FELCO, its successor and/or assigns to obtain possession and dispose of the Vehicles and (b) granting such other and further relief as this Honorable Court deems just, fair and proper.

Dated: Garden City, New York  
November 8, 2000

Howard K. Pollack & Associates  
*Attorneys for Franklin Equity  
Leasing Co.*

By: /s/ Charles J. Fisher  
Charles J. Fisher, Esq. (cf4030)  
595 Stewart Avenue - Suite 700  
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Telephone: (516) 228-0033

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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**AFFIDAVIT OF FACT**

I, Paul Kurrelmeyer, hereby state the following:

1. I am a duly authorized representative of Franklin Equity Leasing Co. ("FELCO") and its successors and/or assigns, and hereby make this Affidavit in such capacity.

2. FELCO is a corporation organized under the laws of the State of Missouri, and is authorized to sue on its own behalf.

3. I am a custodian of records for FELCO. In the course of my employment, I have become familiar with the manner and method in which FELCO maintains its books and records in its regular course of business. Those books and records are managed by employees and agents whose duty it is to keep the books and records accurately and completely and to record each event or item at or near the time of the event or item so noted.

4. a. (i) I have reviewed the books and records which reveal that FELCO is the owner and holder of a Lease Agreement, Loan Number 0103424CARSPRO5 ("Agreement #1"), signed by KKL Golf Partnership dba carolina Springs Golf & Country Club. FELCO is secured under the Agreement by a properly perfected security interest in the following collateral: 1995 Ford Ranger, VIN 1FTCR10A7SUB05406 ("Agreement #1 Collateral"), and more particularly described in those documents.

(ii) By virtue of Agreement #1, FELCO is the holder

of a secured claim against the Debtor.

(iii) Debtor is in default on its obligations to FELCO in that Debtor has failed to make its installment payments when due and owing pursuant to the terms of Agreement #1 and has failed to pay the balance of the indebtedness due upon the Note maturity date of June 15, 2000.

(iv) As of September 25, 2000, the total indebtedness was \$1,000.00.

(v) According to the publication commonly relied upon by banks, insurance companies, governmental agencies and dealers in determining the value of collateral, the retail market value of Agreement #1 Collateral at the time the Debtor commenced this bankruptcy proceeding was approximately \$7,400.00.

b. (i) I have reviewed the books and records which reveal that FELCO is the owner and holder of a Lease Agreement, Loan Number 0103426CARSPRO6 ("Agreement #2"), signed by KKL Golf Partnership dba Carolina Springs Golf & Country Club. FELCO is secured under Agreement #2 by a properly perfected security interest in the following collateral: 1995 Greensking IV Kubota, VIN: JMC-062250 ("Agreement #2 Collateral") and more particularly described in those documents.

(ii) By virtue of Agreement #2, FELCO is the holder of a secured claim against the Debtor.

(iii) Debtor is in default on its obligations to FELCO in that Debtor has failed to make its installment payments when due and owing pursuant to the terms of Agreement #2 and has failed to pay the balance of the indebtedness due upon the Note maturity date of June 19, 2000.

(iv) As of September 22, 2000, the total indebtedness was \$2,294.15.

(v) According to the publication commonly relied upon by banks, insurance companies, governmental agencies and dealers in determining the value of collateral, the retail market value of Agreement #2 Collateral at the time the Debtor commenced this bankruptcy proceeding was approximately \$8,400.00.

5. FELCO has had to retain counsel to represent it before this Court and is incurring legal expenses and attorneys' fees for which it is entitled to reimbursement under the terms of the Agreements.

The foregoing facts are of my own personal knowledge and belief, and if called upon to appear as a witness, I could, and would, testify competently thereto. I declare under penalty of perjury that to the best of my knowledge the foregoing facts are true and correct.

Franklin Equity Leasing Co.

By: /s/ Paul Kurrelmeyer  
Regional Vice President

SUBSCRIBED AND SWORN TO BEFORE ME  
ON THIS 16TH DAY OF OCTOBER, 2000

/s/ Wendy R. Gildehaus  
NOTARY PUBLIC

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
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In re

RANDALL'S ISLAND FAMILY  
GOLF CENTERS, INC., et al.,

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Debtor.

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**(PROPOSED) ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY**

UPON the motion of FRANKLIN EQUITY LEASING CO. ("FELCO") for an Order granting relief from the automatic stay imposed by 11 U.S.C. section 362(d) with respect to (1) a 1995 Ford Ranger, (vehicle identification number 1FTCR10A7SUB05406) and (2) a 1995 Greensking IV Kubota (vehicle identification number JMC-062250)(the 1995 Ford Ranger and the 1995 Greensking IV Kubota hereinafter are referred to as the "Vehicles"); and due notice of said motion and the proposed form of this Order having been given to the appropriate parties; and no opposition, or unsatisfactory opposition, thereto having been interposed, and after due deliberation and for cause; it is

ORDERED that, pursuant to section 362(d) of the Bankruptcy Code, the motion of FELCO for relief from the automatic stay is granted to the extent set forth below; and it is further

ORDERED that the automatic stay be and hereby is terminated to the extent of permitting FELCO, its successors and/or assigns to recover possession and dispose of the Vehicles.

Dated: New York, New York  
\_\_\_\_\_, 2000

\_\_\_\_\_  
Honorable Stuart M. Bernstein  
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
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292 Madison Avenue  
New York, NY 10017

### Exhibit A

[A copy of Lease 1, the Assignment and Assumption Agreement and the Certificate of Title for the 1995 Ford Ranger can be obtained by contacting counsel for the movant at (516) 228-0033]

**Exhibit B**

[Copies of Lease 2 and the Assignment and Assumption Agreement  
can be obtained by contacting counsel  
for the movant at (516) 228-0033]